

# Terms and Conditions

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## OVERVIEW

This website is owned and operated by JUSTICE DAVIS DBA “Most Pacific”. Throughout the site, the terms “we”, “us” and “our” refer to Most Pacific. These Terms set forth the terms and conditions under which you may use our website and services as offered by us.

This website offers visitors online shopping of the “Most Pacific” brand. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”). These Terms of Service apply to all users of the site, which may be updated at any time at the digression of Most Pacific. It is your responsibility to check this page periodically for changes. You can review the most current version of the Terms of Service at any time on this page. Any new features or tools which are added to the current store shall also be subject to the Terms of Service. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

## ONLINE STORE TERMS

Our store is hosted by Wix.com. They provide us with the online e-commerce platform that allows us to sell our products to you. Users of all ages are welcome to browse the website however, it is recommended that anyone under the age of 13 should have parental/guardian permission before so. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature.

When buying an item, you agree that:

- (i) you are responsible for reading the full item listing before making a commitment to buy it
- (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing

errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

#### GENERAL CONDITIONS

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy

Or Contact us: [info@mostpacific.com](mailto:info@mostpacific.com)

Submit a form: <http://www.mostpacific.com/contact>

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, except the code and hosting of Wix.com, are the exclusive property of JUSTICE DAVIS DBA "Most Pacific".

Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You agree to receive from time to time promotional messages and materials from us, by email or any other contact form you may provide us with (including your phone number for text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You agree to indemnify and hold Most Pacific harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

To the maximum extent permitted by applicable law, in no event shall Most Pacific, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Most Pacific assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review this page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

#### GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of California, United States.

